TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE met in regular session on August 25, 2008, and recommends the following motions.

- 1. Review minutes of:
 - a) Solid Waste Board (6/16/08).
 - b) Planning Commission (5/7/08).

Receive & place on file items a-b.

- 2. Port/Solid Waste Incineration Discussion (Referred from Outagamie County Supervisor, Pat Stevens dated May 21, 2008. (From June 23, 2008 meeting with motion: "Hold for 60 days for further research.") Request from Chuck Larscheid to hold until next month. Hold for 30 days.
- 3. Port/Solid Waste Commercial Lease Agreement for Port's Bylsby Avenue property (Dean Haen, Port Manager). <u>Approve.</u>
- 4. Port/Solid Waste Budget Status Financial Report not available. No action.
- 5. Zoning State of Wisconsin revisions to COMM 81-87 which affect the private on-site waste water treatment system program. Receive & place on file.
- 6. Zoning Wisconsin fund-private on-site wastewater treatment system replacement for rehabilitation financial assistance program grant award for applications submitted in January 2008. <u>Approve.</u>
- 7. Zoning FEMA update. Receive & place on file.
- 8. Zoning Budget Status Financial report for July 31, 2008. Receive & place on file.
- 9. Highway July 2008 Budget to Actual. Receive & place on file.
- #9a Highway Communication from Supervisor Mary Scray re; Lower the Speed Limit on County "J" from Wooddale to Lineville at Suamico Village line from 55 mph to 45 mph. (Referred from August County Board.) (Item held for 30 days.)
- 10. Highway Communication from Supervisor Clancy re: Town of Holland requesting that Brown County give the communities the right to have the town roads and county roads available for ATV and golf cart use. (Held from previous meeting.) Send to Public Safety Committee.

- 11. Highway Communication from Supervisor Kaster re: Brown County should look into share cost operating asphalt plants in surrounding counties or purchasing from surrounding counties depending on location of project. (Held from previous meeting with motion: Direct staff to check with surrounding counties regarding asphalt plants and report back in 30 days.) Receive & place on file.
- 12. Highway Commissioner's report. Receive & place on file.
- 13. Airport Budget Status Financial Report was submitted to committee at meeting. Receive & place on file.
- 14. Airport Bids (see attached) for Airport Sterilizer Building (recommend low bid). Approve low bid of Port City Structures.
- 15. Airport Director's report. Receive & place on file.
- #15a Airport Communication from Supervisor John Vander Leest re: Request the Airport Director review policies so that Allegiant Air will return service to Brown County.

 (Referred from August County Board.) Receive & place on file.
- 16. Planning Commission Budget Status Financial Report for July 31, 2008. Approve.
- 17. Planning Commission Request for staff updates on recommendations and development options on land east of the current jail site (standing item). <u>No action.</u>
- 18. Planning Commission Communication from Supervisor Adam Warpinski re: Request that Brown County identifies the impact of the housing/foreclosure crisis on Brown County residents & establish policies to assist homebuilders, realtors, homeowners, and financial institutions in Brown County. (Held from May 27, 2008 meeting with motion: *Hold for 60 days and bring back to committee.*) (Deleted from agenda.)
- 19. Planning Commission Director's report. (No report.)
- **Closed Session**: The committee may entertain a motion and to enter into closed session for the purpose of considering performance evaluation data of employees over which it exercises jurisdiction and responsibility and for the purpose of considering certain work assignment issues where competitive and bargaining reasons require a closed session as provided at Wis. State Stats. Section 19.845 (1) (c). (No closed session held.)
- 21. Property Listing & Register of Deeds Budget Status Financial Report for July 31, 2008. Receive & place on file.

Planning, Development & Transportation Committee September 17, 2008 Page 3

22. Audit of bills. Pay the bills.

Approved by:

COUNTY EXECUTIVE
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Date

PROCEEDINGS OF THE BROWN COUNTY PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE SUPPRISONS

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County**Planning, Development & Transportation Committee was held on Monday, Acquist 62

25, 2008 in Room 161 – Ag & Extension Center, 1150 Bellevue Street, Green Bay, Wil

Present:

Norb Dantinne, Bernie Erickson, Mike Fleck, Dan Haefs, Dave Kaster

Excused:

Also Present: Supervisor Bill Clancy. Judy Knudsen, Bill Bosiacki, Chuck Larscheid,

Chuck Lamine, Peter Schleinz, Brian Lamers, Jayme Sellen,

Other Interested Parties

I. CALL MEETING TO ORDER.

The meeting was called to order by Chairman Bernie Erickson at 8:04 p.m.

II. <u>APPROVE/MODIFY AGENDA.</u>

Supervisor Dantinne requested to delete item #18 and hold item 9a for 30 days.

A MOTION WAS MADE BY SUPERVISOR FLECK AND SECONDED BY SUPERVISOR DANTINNE TO APPROVE AS MODIFIED. Vote taken. MOTION CARRIED UNANIMOUSLY.

III. APPROVE/MODIFY MINUTES OF JULY 28, 2008.

A MOTION WAS MADE BY SUPERVISOR DANTINNE AND SECONDED BY SUPERVISOR FLECK TO APPROVE. Vote taken. <u>MOTION CARRIED UNANIMOUSLY.</u>

- 1. REVIEW MINUTES OF:
 - a) SOLID WASTE BOARD (6/16/08):
 - b) PLANNING COMMISSION (5/7/08):

A MOTION WAS MADE BY SUPERVISOR FLECK AND SECONDED BY SUPERVISOR DANTINNE TO RECEIVE AND PLACE ON FILE ITEMS 1A & B. Vote taken. MOTION CARRIED UNANIMOUSLY.

PORT/SOLID WASTE

2. INCINERATION DISCUSSION (REFERRED FROM OUTAGAMIE COUNTY SUPERVISOR, PAT STEVENS DATED MAY21, 2008. (FROM JUNE 23, 2008 MEETING WITH MOTION: "HOLD FOR 60 DAYS FOR FURTHER RESEARCH.") REQUEST FROM CHUCK LARSCHEID TO HOLD UNTIL NEXT MONTH.

A MOTION WAS MADE BY SUPERVISOR FLECK AND SECONDED BY SUPERVISOR DANTINNE TO HOLD FOR 30 DAYS. Vote taken. MOTION CARRIED UNANIMOUSLY.

3. <u>COMMERCIAL LEASE AGREEMENT FOR PORT'S BYLSBY AVENUE PROPERTY (DEAN HAEN, PORT MANAGER):</u>

Port Manager, Dean Haen, provided a revised handout (attached) re: Commercial Lease Agreement, and he went over the lease and the changes in the terms.

A MOTION WAS MADE BY SUPERVISOR DANTINNE AND SECONDED BY SUPERVISOR FLECK TO APPROVE. Vote taken. <u>MOTION CARRIED UNANIMOUSLY</u>.

4. <u>BUDGET STATUS FINANCIAL REPORT (NOT AVAILABLE.)</u>

ZONING

5. STATE OF WISCONSIN REVISIONS TO COMM 81-87 WHICH AFFECT THE PRIVATE ON-SITE WASTE WATER TREATMENT SYSTEM PROGRAM:

Zoning Administrator, Bill Bosiacki, stated this was informational and he will be bringing back a plan on how this will be done. He wanted to inform the committee it had been passed down from the state and will become law in October or November.

A MOTION WAS MADE BY SUPERVISOR FLECK AND SECONDED BY SUPERVISOR KASTER TO RECEIVE AND PLACE ON FILE. Vote taken. MOTION CARRIED UNANIMOUSLY.

6. WISCONSIN FUND-PRIVATE ON-SITE WASTEWATER TREATMENT
SYSTEM REPLACEMENT FOR REHABILITATION FINANCIAL ASSISTANCE
PROGRAM GRANT AWARD FOR APPLICATIONS SUBMITTED IN JANUARY
2008:

A MOTION WAS MADE BY SUPERVISOR DANTINNE AND SECONDED BY SUPERVISOR FLECK TO APPROVE. Vote taken. <u>MOTION CARRIED UNANIMOUSLY.</u>

7. FEMA UPDATE:

Bosiacki stated they had met with the engineering firm Camp, Dresser & McKee (CDM). CDM will be correcting the A Zones in the townships to a half of a contour. Bosiacki believed this will be a much better map in which the A Zones will at least follow the contours, and it will take care of all the major problems. CDM will also be addressing all the comments that were sent to them by the Zoning Department. Maps should be ready and sent back to the department for review in October or November.

A MOTION WAS MADE BY SUPERVISOR DANTINNE AND SECONDED BY SUPERVISOR FLECK TO RECEIVE AND PLACE ON FILE. Vote taken. MOTION CARRIED UNANIMOUSLY.

8. <u>BUDGET STATUS FINANCIAL REPORT FOR JULY 31, 2008:</u>

A MOTION WAS MADE BY SUPERVISOR DANTINNE AND SECONDED BY SUPERVISOR KASTER TO RECEIVE AND PLACE ON FILE. Vote taken. MOTION CARRIED UNANIMOUSLY.

HIGHWAY

9. <u>JULY 2008 BUDGET TO ACTUAL:</u>

A MOTION WAS MADE BY SUPERVISOR FLECK AND SECONDED BY SUPERVISOR DANTINNE TO RECEIVE AND PLACE ON FILE. Vote taken. MOTION CARRIED UNANIMOUSLY.

#9A COMMUNICATION FROM SUPERVISOR MARY SCRAY RE; LOWER THE SPEED LIMIT ON COUNTY "J" FROM WOODDALE TO LINEVILLE AT SUAMICO VILLAGE LINE FROM 55 MPH TO 45 MPH. (REFERRED FROM AUGUST COUNTY BOARD.)

(Item to be held for 30 days.)

10. COMMUNICATION FROM SUPERVISOR CLANCY RE: TOWN OF HOLLAND REQUESTING THAT BROWN COUNTY GIVE THE COMMUNITIES THE RIGHT TO HAVE THE TOWN ROADS AND COUNTY ROADS AVAILABLE FOR ATV AND GOLF CART USE. (HELD FROM PREVIOUS MEETING.)

A MOTION WAS MADE BY SUPERVISOR DANTINNE AND SECONDED BY SUPERVISOR FLECK TO SEND TO PUBLIC SAFETY. Vote taken. <u>MOTION CARRIED UNANIMOUSLY.</u>

11. COMMUNICATION FROM SUPERVISOR KASTER RE: BROWN COUNTY SHOULD LOOK INTO SHARE COST OPERATING ASPHALT PLANTS IN SURROUNDING COUNTIES OR PURCHASING FROM SURROUNDING COUNTIES DEPENDING ON LOCATION OF PROJECT. (HELD FROM PREVIOUS MEETING WITH MOTION: DIRECT STAFF TO CHECK WITH SURROUNDING COUNTIES REGARDING ASPHALT PLANTS AND REPORT BACK IN 30 DAYS.)

A MOTION WAS MADE BY SUPERVISOR KASTER AND SECONDED BY SUPERVISOR FLECK TO RECEIVE AND PLACE ON FILE. Vote taken. MOTION CARRIED UNANIMOUSLY.

12. COMMISSIONER'S REPORT.

Highway Commissioner, Brian Lamers, reported on the following:

- a) County C, Howard is open but there are a couple odds and ends that they are finishing up on.
- b) CTH "EE" at the Roundabout in DePere will be opening on Wednesday.

- c) CTH "AAA"/Waube Lane has been started.
- d) Regarding the Indian Reservation Road (IRR) Program, Mr. Lamers had requested information and had received an inventory list which included the approved Brown County roads.
- e) Re: CTH "GV": They are trying to push it into next year and are still waiting for the FEMA map updates. Lamers has been in contact with Ledgeview and Bellevue.

A MOTION WAS MADE BY SUPERVISOR DANTINNE AND SECONDED BY SUPERVISOR FLECK TO RECEIVE AND PLACE ON FILE. Vote taken. MOTION CARRIED UNANIMOUSLY.

AIRPORT

13. BUDGET STATUS FINANCIAL REPORT (NOT AVAILABLE.)

A copy of the Budget Status Financial Report was provided and attached.

A MOTION WAS MADE BY SUPERVISOR FLECK AND SECONDED BY SUPERVISOR DANTINNE TO RECEIVE AND PLACE ON FILE. Vote taken. MOTION CARRIED UNANIMOUSLY.

14. BIDS FOR AIRPORT STERILIZER BUILDING (RECOMMEND LOW BID):

A MOTION WAS MADE BY SUPERVISOR DANTINNE AND SECONDED BY SUPERVISOR FLECK TO APPROVE THE LOW BID OF PORT CITY STRUCTURES. Vote taken. MOTION CARRIED UNANIMOUSLY.

15. DIRECTOR'S REPORT:

Airport Director, Tom Miller, reported that the runway project is winding down and should be open by the third week of September. The entire project should be completed by the middle of October. He stated both runways have been replaced in the last five years and each have a thirty year life expectancy.

A MOTION WAS MADE BY SUPERVISOR DANTINNE AND SECONDED BY SUPERVISOR FLECK TO RECEIVE AND PLACE ON FILE. Vote taken. <u>MOTION CARRIED UNANIMOUSLY.</u>

#15A COMMUNICATION FROM SUPERVISOR JOHN VANDER LEEST RE: REQUEST THE AIRPORT DIRECTOR REVIEW POLICIES SO THAT ALLEGIANT AIR WILL RETURN SERVICE TO BROWN COUNTY. (REFERRED FROM AUGUST COUNTY BOARD.)

Mr. Miller provided a handout (attached) re: Airport Response and read through it with the committee, summarizing what has been done and why it would be difficult to change the policies that are in place to accommodate a single carrier.

Supervisor Erickson stated that Supervisor Haefs was unable to attend the meeting. Miller suggested putting together an airport sub-committee to get together to discuss things that could be coming up as a Northeastern WI community rather than just a county or airport. Miller responded that without

being able to respond to more clarifying questions, he would be concerned in what the code would allow and he would be afraid to talk about things that may just be in the rumor mill.

Chair Erickson believed that what was given to the committee may clear up a lot of questions for everyone and stated Haefs could readdress any issues he may have later if needed.

A MOTION WAS MADE BY SUPERVISOR DANTINNE AND SECONDED BY SUPERVISOR KASTER TO RECEIVE AND PLACE ON FILE. Vote taken. MOTION CARRIED UNANIMOUSLY.

PLANNING COMMISSION

16. BUDGET STATUS FINANCIAL REPORT FOR JULY 31, 2008:

A MOTION WAS MADE BY SUPERVISOR DANTINNE AND SECONDED BY SUPERVISOR FLECK TO APPROVE. Vote taken. <u>MOTION CARRIED UNANIMOUSLY</u>.

17. REQUEST FOR STAFF UPDATES ON RECOMMENDATIONS AND DEVELOPMENT OPTIONS ON LAND EAST OF THE CURRENT JAIL SITE (STANDING ITEM).

Erickson stated he had spoken with Planning Director, Chuck Lamine, and he had no updates at this time.

No action taken.

18. COMMUNICATION FROM SUPERVISOR ADAM WARPINSKI RE: REQUEST THAT BROWN COUNTY IDENTIFIES THE IMPACT OF THE HOUSING/FORECLOSURE CRISIS ON BROWN COUNTY RESIDENTS & ESTABLISH POLICIES TO ASSIST HOMEBUILDERS, REALTORS, HOMEOWNERS, AND FINANCIAL INSTITUTIONS IN BROWN COUNTY. (HELD FROM MAY 27, 2008 MEETING WITH MOTION: HOLD FOR 60 DAYS AND BRING BACK TO COMMITTEE.)

This item had been deleted from the agenda.

19. <u>DIRECTOR'S REPORT.</u>

No report.

20. CLOSED SESSION: THE COMMITTEE MAY ENTERTAIN A MOTION AND TO ENTER INTO CLOSED SESSIONFOR THE PURPOSE OF CONSIDERING PERFORMANCE EVALUATION DATA OF EMPLOYEES OVER WHICH IT EXERCISES JURISDICTION AND RESPONSIBILITY AND FOR THE PURPOSE OF CONSIDERING CERTAIN WORK ASSIGNMENT ISSUES WHERE COMPETITIVE AND BARGAINING REASONS REQUIRE A CLOSED SESSION AS PROVIDED AT WIS. STATE STATS. SECTION 19.85 (1) (C). (No Closed Session held.)

PROPERTY LISTING BUDGET STATUS FINANCIAL REPORT FOR JULY 31, 2008. NO OTHER AGENDA ITEMS.

<u>UW-EXTENSION</u> BUDGET STATUS FINANCIAL REPORT NOT AVAILABLE. NO OTHER AGENDA ITEMS.

REGISTER OF DEEDS BUDGET STATUS FINANCIAL REPORT FOR JUNE, 2008. NO OTHER AGENDA ITEMS.

A MOTION WAS MADE BY SUPERVISOR DANTINNE AND SECONDED BY SUPERVISOR FLECK TO RECEIVE AND PLACE ON FILE. Vote taken. MOTION CARRIED UNANIMOUSLY.

OTHER

21. AUDIT OF BILLS.

A MOTION WAS MADE BY SUPERVISOR FLECK AND SECONDED BY SUPERVISOR DANTINNE TO PAY THE BILLS. Vote taken. MOTION CARRIED UNANIMOUSLY.

22. SUCH OTHER MATTERS AS AUTHORIZED BY LAW. None.

Motion made by Supervisor Dantinne and seconded by Supervisor Fleck to adjourn at 9:00 p.m. <u>MOTION APPROVED UNANIMOUSLY</u>

Respectfully submitted,

Alicia A. Loehlein Recording Secretary

Commercial Lease Agreement

THIS AGREEMENT is made, entered into and is effective the First day of September, 2008, by and between Brown County, ("LANDLORD") of 1445 Bylsby Ave., Green Bay, Wisconsin 54303, and CABLE CONSTRUCTORS, INC., a Michigan Corporation ("TENANT") of 105 Kent Street, Iron Mountain, Michigan 49801. LANDLORD and TENANT shall collectively be referred to as the "Parties".

In consideration of the covenants, promises and agreements contained in this Commercial Lease Agreement (the "Agreement"), the Parties agrees as follows:

1. PREMISES

LANDLORD leases to TENANT, the one half (1/2) of the office building not including the garage facilities, the full covered loading rack area and additional surface parking area between the office and loading rack building located at 1445 Bylsby Ave, Green Bay, Wisconsin 54303

2. TERM

The term of the Lease contained in this Agreement shall be on a monthly beginning September 1, 2008 thru January 31, 2009 and continuing thereafter on a month-to-month basis with a 30-day advance written notice to vacate.

3. RENT

During the term of this Agreement, TENANT shall pay LANDLORD twelve hundred (\$1,200.00) Dollars per month as and for rent for the Premises. Such rent shall be paid in installments of \$1,200.00 per month, in advance, on the first day of each calendar month, with the first monthly installment due on September 1, 2008, and a like \$1,200.00 Dollar payment due on the 1st of each and every month thereafter during the term of this Agreement. Rent shall be paid to LANDLORD to the following;

Attn. Account Clerk
Account# 874 for \$1,200.00
Brown County Port and Solid Waste Department
2561 S. Broadway Street
Green Bay, WI 54304

4. <u>SECURITY DEPOSIT</u>

At the time of execution of this Agreement, TENANT shall pay to LANDLORD, the amount of twelve hundred (\$1,200.00) Dollars, as and for a security deposit for the leased Premises, which security deposit may be retained by LANDLORD to cover any nonpayment of rent at the termination of this Lease or any damages to the Premises leased to TENANT. In the event Tenant, for any reason defaults in any of the conditions or provisions of this Lease, or for any other reason fails to fulfill its

obligations under this Lease, then LANDLORD shall have the right to retain the security deposit.

5. <u>KEYS AND GATE</u>

One set of gate and building keys will be provided to the TENANT. TENANT is responsible for returning the original set of keys and all duplicates to LANDLORD. Two Acres of the property is currently leased to Great Lakes Calcium. Egress and Ingress must be maintained for Great Lakes Calcium to access their leased area. The gate must be locked at the end of business day.

6. <u>SNOW REMOVAL</u>

TENANT is responsible for any necessary snow removal.

7. <u>VEHICLES</u>

Vehicle parking is limited to leased area. All parked vehicles must have current plates and be operable. Oil leaking vehicles need to be repaired or precautions need be taken to prevent any spills. Spill clean-up is the responsibility of the TENANT.

8. <u>ALTERATIONS AND IMPROVEMENTS TO PREMISES BY TENANT /ADDITIONAL MODIFICATIONS TO PREMISES</u>

TENANT may not make modifications to the Premises without the consent and approval of LANDLORD. TENANT, prior to beginning any modifications to the Premises, shall present a written plan to LANDLORD identifying the proposed modification. Such plans must be approved in writing by LANDLORD in advance of the initiation of such modifications to the Premises. Such work shall be done at the sole expense of TENANT without injury to any structural portion of the building. TENANT shall provide LANDLORD with certification by all companies engaging in such activities to modify the building that all work has been done in compliance with all state codes, and done in a workmanlike manner. Such certification shall be provided in writing to LANDLORD at the address contained in this Agreement. Any improvements constructed on the Premises from and after TENANT'S date of occupancy shall become the property of LANDLORD when this Agreement terminates in the event TENANT, surrenders, vacates, abandons, dispossesses the Premises.

9. <u>PAYMENT OF UTILITIES</u>

During the term of this Agreement and any extensions, TENANT shall be responsible for any pay, in full, its electrical expense, water, telephone and cable services, and any other utilities required by TENANT for its business operation. LANDLORD will maintain utilities in it's name and will forward copies of utilities invoice for prompt reimbursement to Brown County.

10. PERSONAL PROPERTY TAXES AND ASSESSMENTS

TENANT shall pay any personal property taxes and assessments levied against the personal property located on the Premises during the term of this Agreement. Any taxes levied on personal property owned or leased by TENANT are the sole responsibility of TENANT.

11. <u>INSURANCE REQUIREMENTS</u>

TENANT shall procure and keep in effect during the term of this Agreement, and any renewals hereof, comprehensive general liability insurance, fleet insurance, and worker's compensation insurance, for the benefit of LANDLORD and TENANT. Insurance shall protect LANDLORD and TENANT against liability for injury to person or damage to property upon the Premises, including liability arising out of the acts of TENANT, its employees, agents, guests, visitors and other suing the Premises with the consent or knowledge of TENANT. TENANT shall cause LANDLORD to be Additional insured and shall provide LANDLORD with such proof of insurance, on all policies of insurance. TENANT shall provide and maintain at its own expense during the term of this agreement, the following insurance policies covering its operations hereunder. Such insurance shall be provided by insurer(s) authorized to conduct business in the State of Wisconsin.

- (1) Worker's Compensation Insurance and Employers Liability.
 Statutory workers' compensation benefits and employer liability, \$100,000 each accident.
- (2) General Liability (Occurrence Form).
 - · Premises Operations
 - · Products and Completed Operations
 - Personal Injury and Advertising Liability
 - · Independent Contractors/Protective

Limits of Insurance

\$1,000,000 per occurrence

\$1,000,000 aggregate

(3) Automobile Liability. Business Automobile Liability covering all owned, hired, and non-owned vehicles.

Limits of Insurance

\$1,000,000 per occurrence for bodily injury and

property damage.

(4) Excess/Umbrella Liability.

Limit of Insurance

\$1,000,000 per occurrence

TENANT shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that TENANT meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Owner, with a copy of the Certificate of Insurance to be delivered to the Risk Management Division for approval prior to the execution of this contract. Upon renewal of the required insurance and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall describe reference the Lease by name and or identification number in the "Description of Operations" section of the form.

11. <u>LESSEE/TENANT INSURANCE – CONTENTS INSURANCE</u>

During the term of this Agreement, TENANT shall purchase and pay for such lessee or tenant insurance as it deems appropriate coverage against any risks incurred by TENANT as tenants in LANDLORD'S building. Such insurance shall be the sole obligation of TENANT. TENANT shall be solely and exclusively responsible for providing building contents insurance, insurance on any inventory, product, or improvements to the building. Any and all business package insurance relating to the conduct of Business Transportation Solutions' business shall be purchased and paid for by TENANT, and shall be its sole obligation.

12. WAIVER OF SUBROGATION

<u>TENANT</u> agrees notwithstanding any provision of this lease to the contrary, to waive any right to any claim or subrogation against the County for any loss, damages cost of settlement otherwise covered by Tenants insurance as required under this contract.

13. HOLD HARMLESS

TENANT hereby agrees to release, indemnify, defend, and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of Tenant, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

14. <u>VACATION OF THE PREMISES</u>

TENANT shall not vacate or abandon the Premises during the term of this Agreement. If TENANT does abandon or vacate the Premises or is dispossessed by process of law or otherwise, any of TENANT'S personal property left on the Premises, including any and all alterations and improvements made by TENANT to the Premises, shall be deemed abandoned by LANDLORD, at the option of LANDLORD. LANDLORD shall have the exclusive option and right to retain all such alterations, improvements, and personal property left on the Premises upon vacation, surrender, abandonment, or dispossession.

15. <u>USE OF PREMISES</u>

The Premises are to be used and occupied by TENANT exclusively as a cable construction business. No activity shall be conducted on the Premises that does not comply with all federal, state and local laws, rules regulations and ordinances.

16. REPAIRS AND MAINTENANCE

TENANT agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this Lease, reasonable wear and tear. Maintenance of the basic building structure including appurtenances thereto such as plumbing systems, wiring systems, heat & air conditioning systems, and fixtures including exterior painting and cleaning due to natural weathering and damage by natural causes shall be by the LANDLORD responsibility. Maintenance due to the everyday use by the TENANT and TENANT caused damages shall be by the TENANT. The TENANT shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste.

17. SURRENDER OF THE PREMISES

In the event that this Agreement is terminated, TENANT shall surrender the Premises, together with all improvements and alterations made by TENANT, to LANDLORD and in the same condition as on the commencement date of the Lease, except for normal wear and tear.

18. <u>ASSIGMENT AND SUBLETTING</u>

During the term of this Agreement, TENANT may not assign, sublet, or otherwise transfer or convey its interest or any portion of its interest in the Premises without the express written consent from LANDLORD.

19. TRADE FIXTURES

All trade fixtures and movable equipment installed on the Premises by TENANT in connection with its business operation shall remain the property of TENANT and shall be removed when this Agreement expires. In such event, TENANT shall repair any

damage caused by the removal of such fixtures, and the Premises shall be restored to the original condition upon TENANT vacating the Premises.

20. TENANT'S LIABILITY / INSURANCE FOR PERSONAL PROPERTY AND INVENTORY

All of TENANT'S personal property, including trade fixtures and inventory, on the Premises shall be kept at TENANT'S sole risk, and LANDLORD shall not be responsible for any loss of business or other loss or damage by the acts or omissions on the Premises. TENANT shall, at its expense maintain the necessary insurance coverage insuring against such loss or damage.

21. <u>DESTRUCTION OF THE PREMISES</u>

If the Premises are partially damaged or destroyed through no fault of TENANT, LANDLORD shall, at its expense, promptly repair and restore the Premises. If the Premises are partially damaged, rent shall not abate in whole or in part during the period of restoration. If the Premises are totally destroyed through no fault of TENANT, or if the Premises cannot be repaired and restored within the term of the Lease, either party may terminate within 10 days after the destruction. If such a notice is given within that period, this Agreement shall terminate and rent shall be adjusted between the parties to the date of the surrender of possession. If the notice is not given within the required period, this agreement shall continue, without abatement of rent, and LANDLORD shall repair the Premises.

22. <u>CONDEMNATION</u>

During the term of this Agreement, if any part of the Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either LANDLORD or TENANT may terminate this Agreement effective the date the public authority take possession. All damages for the condemnation of the Premises, or damages awarded because of the taking, shall be payable to and the sole property of LANDLORD.

23. <u>DEFAULT AND RE-ENTRY</u>

If TENANT fails to perform any obligations under this Agreement within ten (10) days after receiving written notice of the default from LANDLORD; if TENANT makes any assignment for the benefit of creditors or a receiver is appointed for TENANT or its property; or if any proceedings are instituted by or against TENANT, for bankruptcy (including reorganization) or under any insolvency laws, LANDLORD may terminate this Agreement, re-enter the premises, and seek to re-let or sell the Premises on whatever terms LANDLORD deems advisable. Notwithstanding re-entry by LANDLORD, TENANT shall continue to be liable to LANDLORD for rent, taxes and insurance owed under this Agreement, and for any deficiency in such rent, taxes and insurance that results from re-letting without termination, LANDLORD may at

any time elect to terminate this Agreement for any default by TENANT by giving TENANT written notice of the termination.

TENANT shall have no equity interest or claim for equity interest whatsoever in the Premises due to payment of rent under this Agreement.

In addition to LANDLORD'S other rights and remedies as stated in this Agreement, and without waiving any of those rights, if LANDLORD deems necessary any repairs that TENANT is required to make or if TENANT defaults in the performance of any of its obligations under this Agreement, LANDLORD may make repairs or cure defaults and shall not be responsible to TENANT for any loss or damage that is caused by that action. TENANT shall immediately pay to LANDLORD, on demand, LANDLORD'S costs for curing any defaults as additional rent under this Agreement.

24. <u>SUBORDINATION</u>

The Agreement and tenant's rights under it shall at all times be subordinate to the lien of any mortgage LANDLORD has or places on the Premises or to any collateral assignment LANDLORD makes of this Agreement or of rent under this Agreement.

25. NOTICES

Any notices required under this Agreement shall be in writing and served in person or sent by certified or registered mail, return receipt requested, to the addresses of the Parties stated in this Agreement or to such other addresses as the Parties substitute by written notice. Notices shall be effective on the date of the first attempted delivery.

26. POSSESION AND ENJOYMENT

As long as TENANT pays rent, its portion of the real estate taxes, utilities and insurance as specified in this Agreement, and perform all of the obligations under this Agreement, TENANT may peacefully and quietly hold and enjoy the Premises for the term of this Lease.

27. <u>HOLDING OVER</u>

In the event that LANDLORD terminates this Agreement with a 30 day written notice and TENANT fails to vacate, the hold over shall be at a rate of two (2) times the monthly rate and under the same terms and condition of the Lease Agreement contained herein.

28. <u>ENTIRE AGREEMENT</u>

This Agreement entered into between the parties, contains the entire agreement of the Parties with respect to is subject matter. This Agreement may not be modified except by a written document signed by the parties.

29. WAIVER

The failure of LANDLORD to enforce any condition of this Agreement shall not be a waiver of its right to enforce every condition of this Agreement. No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing.

30. TERMINATION OF AGREEMENT

This agreement may be terminated by either party without cause upon the provision 30 days written notice after the initial term of the lease has expired.

31. BINDING EFFECT

This Agreement shall bind and benefit the Parties and their successors and permitted assigns.

32. <u>TIME IS OF THE ESSENCE</u>

Time is of the essence in the performance of this Agreement.

33. <u>EFFECTIVE DATE</u>

This Agreement shall be effective the date first above written.

BROWN COUNTY	CABLE CONSTRUCTORS, INC.
By:	Ву:
Its	Its

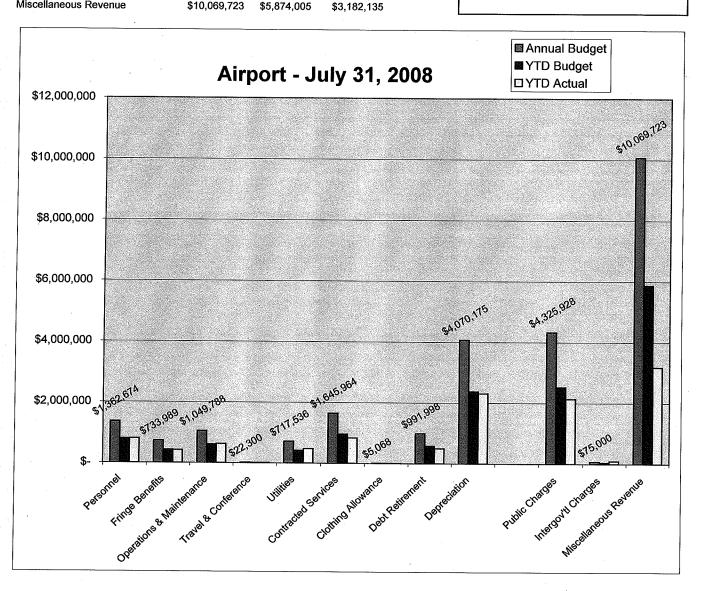
Brown County Airport Budget Status Report July-08

	Annual	YTD	YTD
	Budget	Budget	Actual
Personnel	\$1,362,674	\$794,893	\$804,593
Fringe Benefits	\$733,989	\$428,160	\$416,908
Operations & Maintenance	\$1,049,788	\$612,376	\$627,390
Travel & Conference	\$22,300	\$13,008	\$9,657
Utilities	\$717,536	\$418,563	\$473,451
Contracted Services	\$1,645,964	\$960,146	\$835,837
Clothing Allowance	\$5,068	\$2,956	\$5,378
Debt Retirement	\$991,998	\$578,666	\$495,797
Depreciation	\$4,070,175	\$2,374,269	\$2,312,071
Public Charges	\$4,325,928	\$2,523,458	\$2,134,677
Intergov'tl Charges	\$75,000	\$43,750	\$87,079
Miccellaneous Devenue	640,000,700	05.074.005	

HIGHLIGHTS

Expense categories are generally within budget for 2008, with the exception of utilities, which should be back within budget budget by October.

Revenue is lagging a little bit, the airlines did not submit substantial PFC deposits during July, and Capital Contributions from State/Federal projects were not updated.



a	ID T	BID TABULATION RECORD	RECORD	
Auto-Clave Bu	ding,	Austin Straubel Airport	3 Airport	
CT #:				
DATE: 8/14/08				
	,			
CONTRACTOR		BASE BID	GIE	ADDENDUM 1
Port City Structures		\$	107,615.00	Yes
Milbach Construction		₩	165,000.00	Yes
Miron Construction		\$	133,078.00	Yes
			•	

Brown County

Austin Straubel International Airport

2077 AIRPORT DRIVE, STE. 18 GREEN BAY, WISCONSIN 54313-5596

THOMAS W. MILLER

PHONE (920) 498-4800 FAX (920) 498-8799 Web page: www.co.brown.wi.us/airport

AIRPORT DIRECTOR

August 25, 2008

Supervisor John VanderLeest request from the August 20, 2008 Brown County Board meeting that the Airport Director review policies so that Allegiant Air will return service to Brown County.

Airport Response

Reviewing airport policies in an effort to entice a single carrier to return to the Brown County Airport requires a comprehensive review of the existing airline lease policies, how they came into being, and the ability to modify the policies for a single airline.

First and foremost, when the county takes a grant from the federal government, the funds are spent for airport capital improvements, but come with a series of requirements which must be followed by the airport. The required assurances include, but are not limited to:

- the airport will be available for public use on reasonable conditions without unjust discrimination between users;
- air carriers making similar use of the airport will be subject to substantially comparable charges for facilities directly and substantially related to providing air transportation, except for differences based on reasonable classifications, such as tenants vs. non-tenants and Signatory vs. Non-Signatory carriers.
- the airport owner/operator will maintain a schedule of charges for use of facilities and services at the airport that will make the airport as self-sustaining as possible;

Furthermore, all of the airline leases at the airport contain the following clause:

"Lessor covenants and agrees not to enter into any lease, contract or agreement with any other scheduled commercial passenger carrier with respect to the Airport containing more favorable terms than this agreement or to grant any other scheduled commercial passenger carrier rights, privileges, or concessions with respect to the Airport which are not accorded to the Lessee hereunder unless the same terms, rights, privileges, and concessions are concurrently made available to the Lessee."

Additionally, in 1999, the Federal Aviation Administration issued its final Policy and Procedures Concerning the Use of Airport Revenue. The policy distinguishes the difference between direct payments to airlines (subsidies) by airports to encourage new service (prohibited), compared with waivers or discounts from an airport's traditional fee structure to encourage new air service (permitted). The FAA noted community organizations, such as chambers of commerce or regional economic development agencies could fund programs which would subsidize new airline service, though the use of airport revenue for such purposes is statutorily prohibited. Fee waivers and discounts to airlines by airports are permitted for an undefined "promotional period." Also permitted are reasonable expenditures for promotion of new air service or competition at the airport. Such fee waivers, discounts or promotional costs must be offered by the airport to all users willing to provide the type and level of new service that would qualify for the promotional discount.

Austin Straubel fee waivers and/or promotional marketing programs have been offered, either formally or informally, to the following airlines in the past five years:

Allegiant Airlines:

for new non-stop service between Green Bay and Las

Vegas and Phoenix/Mesa.

American Airlines:

for new non-stop service between Green Bay and the

Dallas/Ft. Worth airport.

Continental Airlines:

for new non-stop service between Green Bay and

Cleveland.

Delta Airlines:

for new non-stop service between Green Bay and Atlanta.

Frontier Airlines:

for new non-stop service between Green Bay and Denver.

Midwest Airlines:

for new non-stop service between Green Bay and Kansas

City.

Northwest Airlines:

for new non-stop service between Green Bay and

Memphis.

Southwest Airlines:

for service from Green Bay to St. Louis and/or Dallas

(Love Field).

United Airlines:

for new non-stop service between Green Bay and Denver.

Several airlines were not at all interested in entertaining service from Green Bay, others determined the service would not be profitable, while others showed interest, but did not have

any aircraft available to fly the route and several carriers introduced service to the Green Bay market, utilizing the airport incentives.

The FAA has approved the use of the airport incentives in an effort to allow the airline to establish the new service in a community and defray some of the start-up operational costs. However, there are also some very severe penalties for continuing to grant economic incentives to an airline which would not allow all commercial air carriers within the market to operate on a level economic playing field. If a violation is found the FAA can:

- withhold future airport grants;
- withhold approval of additional funds to existing grants;
- withhold payments under existing grants; and
- withhold approval of any new Passenger Facility Charge (PFC) application.

Furthermore, the FAA can file suit in U.S. District Court and can withhold Federal *highway* and *transit* funds which may be available to the parent airport governing body (county).

Specifically, as it relates to Allegiant, the airport agreed back in 2005 (when Allegiant was seeking incentive packages from both Appleton and Green Bay) to initially consider the airline a charter operator, which provided certain relief from charges associated with use of the passenger boarding gate. The relief was made available to the airline until the expiration of their lease on December 31, 2007. All Austin Straubel airline leases expire at the same time. This allows all of the carriers to sit down simultaneously to discuss airport operational costs at Green Bay, compared to the costs incurred by the airlines at other similarly-sized airports throughout the country.

On October 19, 2007 new leases were sent to all commercial passenger air carriers, along with an invitation to attend and participate in a lease negotiation meeting, which was held on November 15, 2007. Airlines in attendance at the negotiation meeting included Northwest, Delta, United (in person), and Allegiant (via speakerphone from Las Vegas). Nominal modifications to several building-related rates and fees were discussed, as well as a somewhat larger increase in the landing fees, resulting from the increased cost of properly disposing of aircraft de-icing glycol, by having the run-off captured and treated by the Metropolitan Sanitary District. During the negotiation process no objections to the proposed rates for the upcoming three years were expressed by any of the airlines.

Following the negotiations session, final lease documents were sent to all of the Green Bay commercial carriers, seeking formal approval and signatures. Eventually, following some prodding, all carriers, with the exception of Allegiant signed the leases (American – 4/14/08; Continental – 4/9/08; Delta – 12/20/07; Midwest – 1/18/08; Northwest – 4/30/08; and United – 5/29/08). Following a March 21, 2008 letter, seeking a signed lease, Allegiant asked about the possibility of becoming a Non-Signatory carrier. The information was conveyed back to the airline on April 16th and on April 18th, again by e-mail, Allegiant asked to be considered a Non-Signatory carrier. At no time was there ever any discussion that if Green Bay fees weren't reduced, the carrier would discontinue service. A final letter encouraging the airline to sign the lease was sent May 9th stating the carrier could reduce their Austin Straubel operating costs by 8% if they would sign the lease. The carrier did not respond to the letter, either by written correspondence, e-mail or phone call. The first indication the airport received Allegiant was doing to suspend operation came from a reporter's inquiry on July 7th or 8th.

I would suspect once the incentives are allowed to run their course in Appleton, Allegiant will once again seek to negotiate incentives from a Wisconsin community in an effort to continue to provide service to the region. At that time, we could once again offer an incentive package in an effort to restore the service to the Green Bay market.

Additionally, regarding service curtailments by both Continental and Delta, please see the accompanying articles which appeared over the weekend in the Green Bay Press Gazette. Service cuts are occurring across the country, not just in Green Bay. Virtually all of the reductions are related to the cost of fuel and the size of the aircraft being flow into the communities. The airline industry is a very cyclical business and right now the industry is in a downturn. However, the industry analysts are saying the airlines should begin to show signs of recovery in the next year or so, which could result in the restoration of service currently being cut by the carriers.

In conclusion, we should continue to cultivate commercial passenger service by airlines which offer frequent service to the community on a daily basis; making it reasonably suitable for the business traveler to get in and out of Green Bay, in an effort to efficiently conduct their business. Sustained business travel can make or break an airline's operation in a community.



August 23, 2008

Tough times challenge region's airports

High fuel prices, operating costs hurt business

By Nathan Phelps nphelps@greenbaypressgazette.com

It's been a tough year for airlines that have faced the growing hurdle of record high fuel prices.

That's left most carriers scrambling to cut costs and remain profitable. It also has meant many have pulled back flight schedules across the country and around the world.

Scaled-back flight operations have impacted airports nationwide, including Austin Straubel International Airport in Ashwaubenon and Outagamie County Regional Airport in Greenville.

Over the course of the summer, Austin Straubel had three airlines announce plans to discontinue service at the facility.

All three carriers — Delta/Comair, Continental and Allegiant — cited high fuel and operating costs as reasons for the moves.

At least one aviation analyst said there's almost nothing airports can do to stem the tide of airline pullbacks, mainly because flying smaller aircraft over long distances is not profitable for airlines.

Cutting landing fees at airports isn't the answer, said Michael Boyd, owner of Colorado-based aviation consulting firm The Boyd Group.

Airport fees make up only 2 percent to 3 percent of airline operating costs.

A much bigger concern for most airlines is fuel, which is expected to add about \$92 billion in costs for the industry this year compared to 2007, according to the International Air Transport Association.

Boyd points out the loss of service is happening nationwide and is not unique to Green Bay.

Faced with lower revenues from flight cutbacks, airport directors in both Green Bay and Greenville said they are holding off on major spending while the industry is in flux.

Marty Lenss, director at Outagamie County Regional Airport, said the aviation business is cyclical, and this is a downturn.

He and other directors around the nation now are looking at their business models.

Lenss said he anticipates many airports will come out of the downturn in a stronger position than before they went in it.

Boyd says despite the loss of three carriers, Austin Straubel will continue to provide access to and from Green Bay.

For travelers, though, discontinued service translates to fewer flight choices and increased fares, he said.



August 24, 2008

More airports face carriers' departures

Delta's the latest to drop service at Austin Straubel

By Nathan Phelps nphelps@greenbaypressgazette.com

The end of the month will see Delta Connection/Comair discontinue non-stop service from Ashwaubenon, marking the latest departure of a carrier from Austin Straubel International Airport in an environment that has put carriers under financial pressure.

An analyst says the airport isn't alone in weathering a decrease in flights, and there's little the facility — or others — can do to influence airlines that are facing sky-high fuel costs.

"The opportunity that was there maybe three years ago of getting service to a Denver or Dallas, that's gone away because the economics of flying airplanes that far don't work anymore for a market like Green Bay," said Michael Boyd, owner of the Colorado-based aviation consulting firm The Boyd Group. "These small jets cannot fly as far as they use to and still make money because of gas prices."

The Green Bay market isn't alone in losing Delta service, other airports affected include: Toledo, Ohio; Lansing, Mich.; and Erie, Penn., Boyd said.

Airlines and, in turn, airports are facing a unique time, with fuel costs seriously disrupting air carriers' business models.

"This is a scenario that has not been played out before," said Austin Straubel International Airport Director Tom Miller on Tuesday. "There isn't an airline out there that isn't struggling with the cost of jet fuel and what it's doing to their operation.

"That is why they are all scaling back," he said. "They can't afford to operate as they have in the past because the fuel costs are so high."

Through the first week of August, the average price of jet fuel for the year was \$142.50 per barrel, according to the International Air Transport Association.

That's expected to add \$92 billion in fuel costs this year industry wide.

Fuel prices

Like two other airlines this summer (Allegiant and Continental), Delta says the decision to discontinue service from Austin Straubel, in some form or another, is driven by fuel costs.

"Earlier this year, we announced a 13-percent reduction in capacity as a result of record-high fuel prices, so the reduction between Green Bay and Cincinnati is a product of the domestic capacity reductions," said Susan Elliott, a spokesperson with Delta. "We've seen oil on a steady decline downward the last two weeks or so, but even at \$113 a barrel, oil is still 50 percent higher than it was

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at this point last year."

Elliott said part of the decision factor in why some markets kept service — like Outagamie County — and others didn't is where the passengers go after reaching hubs in Cincinnati or Atlanta.

"A decision like that is a product of demand," she said. "Ultimately, where are those people going after they get to Atlanta or Cincinnati? Maybe you have more people traveling (from Outagamie) to some of our transcontinental or international destinations ... that are more profitable for us."

Miller said he was told Austin Straubel has a disproportionately large percentage of leisure travelers who have more flexibility in their schedules and can seek out lower fares.

On the flip side, Outagamie County generates more business and international travel on Delta — especially through Atlanta — who may go on to higher-fare routes to other parts of the country or world.

Airlines allocate a portion of the entire fare of flights going on from a destination like Atlanta back to the origin to determine the financial viability of a route.

"The longer-haul international ticket generates more revenue for that local flight segment and makes that flight economically viable," Miller said. "That's the issue. It wasn't that passengers weren't getting on the airplanes."

Last month, Comair had 2,173 departures and 2,376 arrivals at Austin Straubel.

Comair makes up about 7 percent of overall traffic at Austin Straubel.

Northwest is by far the largest carrier, with 50 percent of the share at the airport.

Boyd said Allegiant is a little different player when it comes to air travel, describing it as a tour company that uses airplanes, and is "picky" when it comes to paying fees at airports — going to where it can get the best deal.

Allegiant said a "cost-structure change" was why they left Austin Straubel for Outagamie County.

"It was a sudden and significant change in the cost of providing service to that airport," said Tyri Squyres, a spokeswoman for Allegiant. "As a low-cost carrier, costs are everything in how we continue to thrive as a business."

Miller said the airport provided some rent credits and marketing money when Allegiant service was added at the airport to help defray some of the startup costs, but eventually those rates are brought in line with other operators.

"Otherwise, you end up with the other carriers here saying ... 'We want the same deal they've got," he said. "The intent was always to defray some of their initial operating costs until they could get themselves up and running."

Squyres said Outagamie County Regional Airport was able to work out a deal "to accommodate us to continue to serve the community."

"Costs are crucial right now, especially with fuel the way it is," Squyres said.

Terms of the deal were not disclosed.

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"The community needs to remember it's the business traveler that is the backbone of air service needs," Miller said. "Sure it would be nice to have a couple discount carriers that go to leisure destinations, but those carriers are not going to provide service to the business traveler on a regular basis."

On the horizon

This may be the bottom of the cycle, Miller said.

"American in Dallas has already talked about putting the one flight they have cut to Chicago back in in April," he said.

That could lead to other airlines, like United, adding a flight to the Windy City as well.

Miller also suspects the pending Northwest/Delta merger will be approved, which could open the door for the reinstitution of service to Atlanta.

Marty Lenns, airport director for Outagamie County Regional Airport, said the short-term goal for the airport, and others around the country, is stabilizing the air-carrier base.

"We're going to do what we can as a community to hang on to the markets we have and work with each of the carriers we have to stabilize our service over the next 12 to 24 months," he said.

Continental reiterated what it said earlier this summer about the decision to discontinue service to Austin Straubel — economics of the airline industry.

"The airline industry is in a crisis," a June memo to employees stated. "Its business model doesn't work with the current price of fuel and the existing level of capacity in the marketplace. We need to make changes in response."

That included schedule changes or closures at more than 45 airports worldwide and the reduction of about 3,000 positions in the company, according to Continental.

Boyd said other than Allegiant, airport fees aren't much of a factor when it comes securing service.

"When you hear people say, 'If they cut the landing fee, we'd get more airlines,' that's nonsense," he said. "Airport costs, in most cases, are probably less than 2 or 3 percent of what an airlines total costs are... The reality is if Green Bay cut landing fees right now, it wouldn't attract another airline.

"There's no airline that would say, 'We'd like to go to Green Bay, but the costs are too high' — other than Allegiant," Boyd said.

Delta said airport costs aren't creating the high drag on their business.

"It more about fuel and the overall cost of operating flights," Elliott said.

Seat capacity out of Austin Straubel is expected to drop about 26 percent this year, Miller said.

"A lot of that is Allegiant, so keep that in mind," Boyd said. "Milwaukee is going to be down 23 percent. Newark, 11 percent — that's a lot of people — so it's happening all over."

Despite that drop, Miller said, there are still more airline seats available from Austin Straubel than the number of people getting on planes and departing Green Bay.

The seats will be there, Miller said, though maybe not at times that are as convenient.

Terry Nicholson, vice president of Sunshine Travel in De Pere, said the shake up in carriers will probably mean higher costs for travelers, as well as reduction in seat availability.

Like other agents, his advice is booking early.

"The rule of thumb in the travel industry is the less availability, the higher the fare costs are," he said. "All the rock-bottom fares are based on availability, so it is going to be harder to get one of the lower fare tickets."

Likewise, the pending merger of Delta and Northwest Airlines — Austin Straubel's primary carrier — isn't anticipated to have a negative impact, Boyd said.

"You lose one brand choice, but you've probably lost that brand choice because those airlines have a marketing alliance already," Boyd said. "There could be some growth, because we believe they are going to continue to expand Detroit internationally, and that's good for Green Bay."

Nicholson agrees, saying he doesn't see Northwest — even merged with Delta — leaving this market where they have a huge share of passengers.

"In the global market we're going to have a lot more destinations where we can fly, it will just be coded as a Delta flight," he said. "I think it might be to an advantage as far as fares and service."

That soft market means airport directors like Lenss and Miller are watching budgets and revenue closely.

Dealing with changes

Lenss said Outagamie County hasn't made staffing changes, but the airport has cut big-ticket purchases like large equipment and have worked to slow expenses ranging from fueling to the cost of utilities.

Lenss said they've also kept revenues flat heading into the 2009 budget.

Similarly, Miller said they are watching costs and have put off some projects in anticipation of a decline in revenue.

"We postponed a couple of projects that would have involved the expenditures of several million dollars to expand our parking facility," he said. "As the airlines shrink and the economy tired to figure out which way it's going, we'll draw in our horns for a while."

Boyd said in the wider aviation environment where airlines are all pulling back, virtually every airport in the country is expected to lose some service.

"You're still going to have service to Minneapolis, you're still going to have service to Detroit and those are two major gateways," he said. "You don't have to worry about Green Bay closing; the airport is not going to go away.

"But it's going to be more expensive to get to Green Bay — 20 percent more, give or take — and you're not going to have as many flight options, but you're going to be able to get there."

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Budget Status Report UW - Extension **Brown County**

\$ 95,812 \$ 55,890 \$ 38,334 \$ 62,758 \$ 36,609 \$ 29,854 inue \$ 61,811 \$ 36,057 \$ 10,386 \$ 12,974 \$ 34,068 \$ 26,500	Personnel Fringe Benefits Operations & Maintenance Travel & Conference Utilities Contracted Services Other Expenses	о о о о о о о	Annual Budget 216,176 91,507 172,294 12,691 6,100 115,216 48,500	 • • • • • • • • • • • • • • • • • • •	YTD Budget 124,717 53,379 117,427 7,403 3,558 67,209 37,870	•••••••	YTD Actual 110,544 44,285 95,302 9,435 4,475 68,296 26,075
\$ 62,758 \$ 36,609 \$ \$ 61,811 \$ 36,057 \$ \$ 12,974 \$ 34,068 \$	Intergovt'l Revenue	↔	95,812	↔	55,890	G	38.334
\$ 61,811 \$ 36,057 \$ \$ 12,974 \$ 34,068 \$		↔	62,758	↔	36,609	4	29.854
\$ 34,068 \$	Miscellaneous Revenue	↔	61,811	4	36,057	€	10,386
		€	12,974	↔	34,068	69	26,500

